

# HANDBOOK

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## Developing a Performance Work Statement

*in a Deployed Environment*

Tactics, Techniques, and Procedures



Approved for Public Release  
Distribution Unlimited



## Foreword

This handbook is designed to aid the requiring activity in developing a performance work statement (PWS). Army reliance on contracts for equipment, supplies, and services has significantly increased in recent years. Identifying the requiring activity's requirements and clearly articulating them, in a PWS is critical; nothing is more fundamental to the success of a contract than the PWS.

Key lessons:

- A PWS defines a unit's contractor support requirement for supplies, services, or construction.
- A PWS does not dictate the ways and means of contractor support.
- The benefit of a well-written PWS is that the government pays for results, not activity.
- The handbook's eight-step process for writing a PWS greatly increases the probability of maximizing contractor performance.

The PWS is a detailed set of verifiable performance or quality standards for everything the contractor is required to perform or produce. A PWS must be specific because contracting officers and contractors are not mind readers. A properly-developed PWS is concise in defining the performance parameters and quality of product. Ultimately, an effective PWS is the basis for viable contracts that meet or exceed the user's requirements.



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The Secretary of the Army has determined that the publication of this periodical is necessary in the transaction of the public business as required by law of the Department.

Unless otherwise stated, whenever the masculine or feminine gender is used, both are intended.

**Note:** Any publications (other than CALL publications) referenced in this product, such as ARs, FMs, and TMs, must be obtained through your pinpoint distribution system.

### Introduction

This first edition (version 1.0) of the performance work statement (PWS) handbook contains a summary of how to develop a PWS. Contingency contracting officers (KOs) frequently perform this task in a deployed environment. Information from numerous sources within the defense acquisition community, hard lessons from countless requiring activities (units), and contingency KOs in deployed environments contributed to this handbook.

The authors designed this handbook for users operating in a deployed environment based on realities they do not routinely find in continental U.S. operations. The design of the handbook allows you to pick it up and begin reading at any point, much like a reference book, so you may want to start with a topic that interests you. Use the table of contents to identify general areas of interest, find what you need, place the handbook in your Army combat uniform cargo pocket, and tackle a statement of work or PWS-related task with confidence.

This handbook is a guide and is not a substitute for official training. Your supporting contracting office will normally provide training, or you can attend courses offered at the Army Logistics Management College (ALMC).

### Recommended Resident Training Courses

#### Performance Work Statements Course

**Purpose:** To train military and civilians in the Department of Defense (DOD) and employees of DOD contractors. Successfully completing the Performance Work Statement (PWS) Course will prepare officers, noncommissioned officers, and civilians to prepare a PWS.

**Scope:** This three-day course is designed to provide an overview of writing a PWS.

**Prerequisites:** None. This course is targeted to individuals who will prepare or edit statements of work and PWSs.

**Teaching locations:** The PWS Course is primarily taught in residence at Fort Lee, VA, and various on-site locations.

For further details and enrollment, go online to:  
<<http://www.almc.army.mil/hsv/hsv.htm>>.

#### Operational Contract Support Course

**Purpose:** The Operational Contract Support Course prepares graduates to perform contract planning and management duties (to include developing a PWS) in tactical unit staffs (brigade through theater Army) for deployed operations.

**Scope:** This two-week course is designed for commissioned, noncommissioned, and warrant officers and civilians assigned to tactical unit staffs (brigade through theater Army) who will be responsible to plan for and assist in the integration of contracted support during deployed operations. This is not a career development course but a “how to” course for the preparation of acquisition-ready requirements packages and the management of a unit’s overall contract officer’s representative responsibilities for basic service and supply contracts. Graduates will learn through

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practical exercise the proper preparation of PWSs, independent government cost estimates, purchase requests, and contract performance oversight techniques necessary to assure mission success.

Prerequisites: This course is branch immaterial and not an acquisition workforce course. There are no restrictions as to grade, rank, position, or duty status as long as the student is assigned to or being assigned to units responsible for performing contract planning and management duties. An additional skill identifier is being planned and will be awarded to course graduates.

Teaching locations: The Operational Contract Support Course is taught in residence at Fort Lee, VA.

For further details and enrollment, go online to:  
<<http://www.almc.army.mil/hsv/hsv.htm>>.

The proponent for this manual is the U.S. Army Combined Arms Support Command (CASCOM). The approving authority is the CASCOM commanding general. The preparing agent is the Assistant Secretary of the Army (Acquisition, Logistics, and Technology) Integration Office (ALT-IO) collocated with headquarters (HQ) CASCOM. The technical review authority is the HQ U.S. Army Materiel Command and deputy assistant secretary–acquisition/materiel. The publisher is the U.S. Army Combined Arms Center, Center for Army Lessons Learned. Send comments and recommendations on Department of the Army Form 2028 (Recommended Changes to Publications and Blank Forms) to Commander, U.S. Army Combined Arms Support Command, ATTN: ATCL-ALT-IO, 2221 Adams Avenue, SCOE Building, Fort Lee, VA, 23801-1899.

## **Chapter 1**

### **Introduction to Performance Work Statements and Statements of Work**

Getting statements of work (SOW) or performance work statements (PWS) correct is no easy task in a combat environment; however, nothing is more fundamental to the success of a contract. If the PWS is too vague, too broad, or too generic, it can leave room for wild and varied interpretations in a less than ideal business environment. These various interpretations can lead to mission failure.

Often the requiring activity (typically your unit) gives little thought to developing the PWS. Frequently the project along with a poorly written PWS with vague requirements makes its way to a contracting officer who knows little or nothing of the history and importance of the requirement. Remember, any contract starts with a PWS, and PWS development is the requiring activity's responsibility. Who else knows best what they want?

There are two major categories of acquisitions: supplies and services. A service contract directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply. In order to communicate what tasks the contractor is to perform, the requiring activity (your unit) must develop the PWS or SOW.

For the purposes of this handbook, the term SOW is used to refer to the document completely describing the contractual work requirement. Unless otherwise noted, SOW also encompasses the term PWS.

Performance-based PWS means that the government describes its requirements and lets the contractor determine how it will meet them. The contract is based on performance rather than methodology as in a SOW.

#### **SOW for baking one dozen chocolate chip cookies**

<b>Ingredients:</b>
<b>1 cup (c.) butter (or <math>\frac{3}{4}</math> c. butter and <math>\frac{1}{4}</math> c. butter-flavored Crisco)</b>
<b>2 <math>\frac{1}{4}</math> c. all-purpose flour</b>
<b>1 c. dark brown sugar</b>
<b><math>\frac{1}{2}</math> c. granulated sugar</b>
<b>2 large eggs, beaten</b>
<b>2 teaspoons (tsp) real bourbon vanilla extract</b>
<b>12 ounces semi-sweet chocolate chips</b>
<b>1 c. shelled walnuts</b>



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<b>Ingredients (continued):</b>
<b>1 tsp milk</b>
<b>½ tsp water</b>
<b>1 tsp baking soda</b>
<b>½ tsp salt</b>
<b>Directions:</b>
<b>Preheat your oven to 325° Fahrenheit.</b>
<b>Use an electric mixer to mix sugars and butter in a large bowl. Add the other wet ingredients, mixing well. Then mix in flour, baking soda, and salt. Finally, mix in chocolate and nuts.</b>
<b>Place tablespoon-sized balls of cookie dough on an ungreased baking sheet and bake for about 11 minutes (cooking times may vary). The cookies will be extremely soft when removed from the oven. Carefully lift the cookies with a spatula and place them on a rack to cool. Ensure there is protection from flies and rodents.</b>
<b>Packaging should provide adequate moisture protection so that the cookies remain fresh and no more than five percent of the delivered cookies experience breakage.</b>
<b>Delivery must be made not later than 7 days after contract award at Forward Operating Base (FOB) Diamondback, Building 171, in the 5th floor lobby. Acceptance will be made by the COR after tasting a random sample.</b>

**PWS for baking one dozen chocolate chip cookies**

<b>What?</b>	<b>Bake one dozen delicious chocolate chip cookies.</b>
<b>When?</b>	<b>One week from today.</b>
<b>Where?</b>	<b>FOB Diamondback, Building 171, 5th floor lobby.</b>
<b>How many?</b>	<b>1 dozen (12 cookies).</b>
<b>How well?</b>	<b>Must taste good and not be broken.</b>

In developing the PWS, the development team should keep in mind a shared vision of the project and consensus on the end state. The team must be willing to compromise without losing sight of the answers to three key questions:

1. What do I need?
2. When do I need it?
3. How do I know it is good when I receive it?

Using the PWS approach encourages efficiency and innovation on the part of the contractor. At the same time, developing a PWS requires substantially less research and work for the team developing the requirement.

### **Benefits of a PWS**

The PWS:

- Provides better value. The government pays for results, not activity.
- Maximizes performance. The contractor and the government focus on results, not procedure. The contractor delivers the required service or goods but follows its own best practices. Provided that the delivered service (outcome) remains in accordance with the contract, contractors can adjust their processes, as appropriate, throughout the life of the contract without the burden of contract modifications. The use of incentives further motivates contractor performance.
- Detailed processes are not required, which allows the contractor flexibility in proposing the best solution and the option to follow standard industry procedures. In addition, the government is relieved of the burden to provide detailed processes. However, detailed specifications may be required in some cases.
- Promotes the use of commercial services. The ability to use commercial services allows the government to take advantage of existing industry practices and reduces the use of government-unique contract clauses and requirements.
- Maximizes competition. Competition is maximized not just in the areas of cost and price, but also when it comes to ideas and innovation. The PWS approach allows for greater innovation and has the potential to attract a broader industry base to a project. Encouraging innovation from the supplier base by using performance requirements maximizes opportunities for competitive alternatives in place of government-directed solutions.

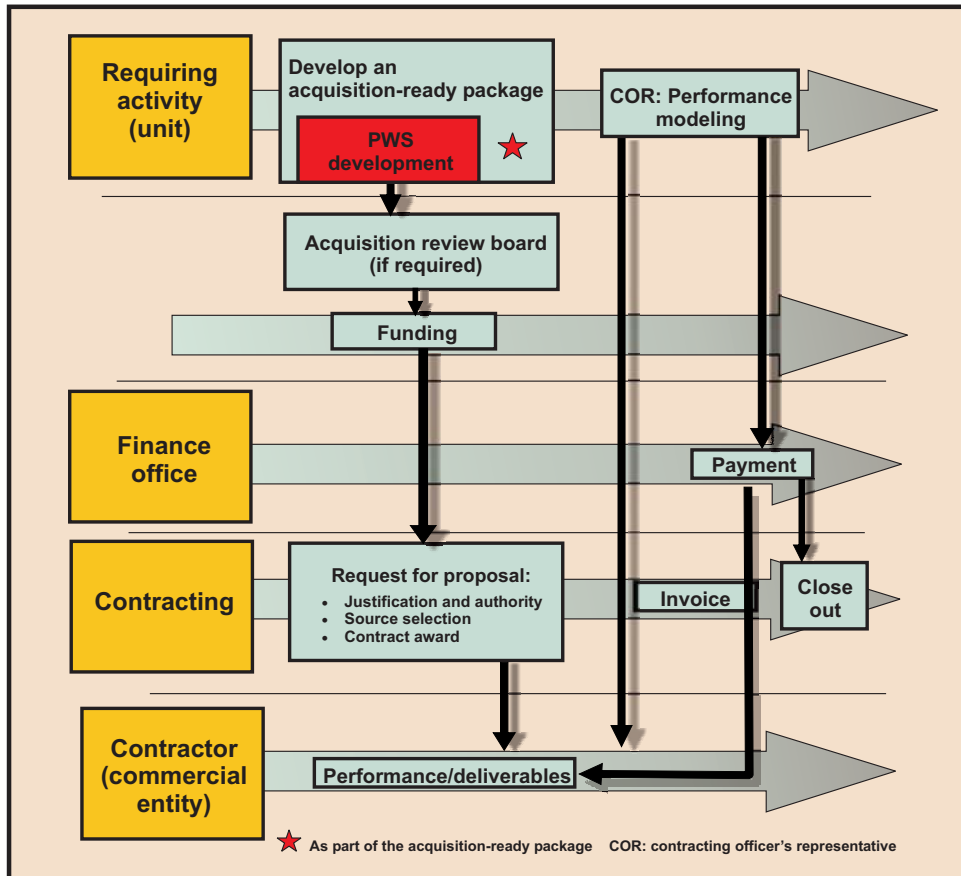
Other potential benefits include an increased likelihood of meeting mission needs; increased focus on intended results, not processes; and contractor buy-in and shared interests. Additionally, shared incentives permit innovation and cost effectiveness; surveillance is less frequent, but more meaningful; and the government can choose from a variety of solutions.



## Chapter 2

### Contracting 101

As a member of the acquisition team, you will be developing Section C of the contract, and you should have a basic understanding of the “cradle to grave” concept of contracting (see Figure 1-1 for generic contracting flow). If you are writing the performance work statement (PWS), you will most likely be participating in many other aspects of the contracting process.



**Figure 1-1. Contracting flow**

#### Essential Elements of the Contract

Contracts generally follow the uniform contract format. This format divides each contract into parts I, II, III, and IV.

**(Tip:** Pay particular attention to Section C below)

#### Part I: The schedule

Section A (contract form): This section contains basic information such as the issuing office, addresses, and contract number.

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Section B (supplies or services and prices/costs): This section contains a brief description of the supplies or services and quantity.

Section C (description/specifications/statement of work [SOW]/PWS): This section contains a detailed description of the requirement and may contain references to other sections of the contract.

PWS format within Section C:

- Section C-1: General
- Section C-2: Definitions
- Section C-3: Government-furnished property and services
- Section C-4: Contractor-furnished items
- Section C-5: Requirements
- Section C-6: Publications and forms
- Technical exhibits

Section D (packaging and marking): This section provides packaging, packing, preservation, and marking requirements.

Section E (inspection and acceptance): This section contains inspection, acceptance, quality assurance, and reliability requirements. (Inspect all deliverable items, services, or materials to determine satisfactory compliance with the contract. Remember if you sign the receiving report it is too late to reject the service or deliverables.)

Section F (delivery or performance): This section specifies the time, place, and method of delivery or performance.

Section G (contract administration data): This section contains any required accounting, appropriation data, required contract administration information, or instructions other than those on the solicitation form.

Section H (special contract requirements): This section contains a clear statement of any special contract requirements that are not included in Section I, Part II, contract clauses, or in any other sections of the contract.

### **Part II: Contract clauses**

Section I, commonly known as the “boilerplate”: This section includes standard clauses of considerable power that define the rights and responsibilities of contracting parties. It also contains clauses mandated by regulations or laws. Local clauses are also added depending on the particular location.

### **Part III: List of documents, exhibits, and other attachments**

Key highlights: Contains Section J, which is the list of attached documents, exhibits, and other items. Any cross-references to material in other sections of the contract may be included.

### **Part IV: Representations and instructions**

Section K, representations, certifications, and other statements: This section includes solicitation provisions that require representations, certifications, or the submission of other information by offerors or respondents.

Section L, instructions, conditions and notices to offerors or quoters: This section contains basic information such as the issuing office, address, and contract number.

Section M, evaluation factors for award: This section includes solicitation provisions and other information or instructions not provided elsewhere to guide offerors or respondents in preparing proposals or responses to requests for information. This section may also instruct prospective offerors or respondents to submit proposals or information in a specific format or severable parts to facilitate evaluation. The instructions may specify further organization of proposal or response parts, such as:

- Administrative
- Management
- Technical
- Past performance
- Cost or pricing data or information other than cost or pricing data

### **Developing the Acquisition Team Contact List**

The acquisition team consists of all participants in the acquisition process such as the requiring activity; finance officer; resource manager (RM); contracting officer (KO); contracting officer's representative (COR); and others, as applicable. Successful teams typically assign specific duties to each member, develop performance measures and milestones, and hold each member of the group and the group as a whole accountable. Normally, leadership of the team comes from the KO, however the COR plays a critical role in determining the success of the contract after its award.

#### **Basic acquisition team**

KO: The KO is the only individual expressly authorized to enter into, administer, or terminate contracts. KOs are responsible for ensuring all contract actions comply with appropriate laws, executive orders, regulations, and other applicable procedures and approvals.

Requiring activity: The requiring activity is usually the Army unit that has a requirement for goods or services and initiates the requirement. CORs routinely

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interface between the requiring activity (which is most often the COR's own unit), the contractor, and the supported customer (which may be the requiring activity).

General counsel: The general counsel provides legal advice to the acquisition team and reviews acquisition documents for legal sufficiency. Your KO will have the legal point of contact.

COR: The COR is an individual or several individuals (depending on the contract) the KO appoints in writing. The COR monitors the technical or performance aspects of a contract and performs other duties specified in the appointment letter or orders. Ideally upon contract award, each individual who serves as a COR participates in developing the requirement and other pre-award activities so he/she is familiar with all aspects of the contract.

RM: The RM provides advice and guidance to the commander and is responsible for developing command resource requirements, identifying sources of funding, determining cost, acquiring funds, distributing and controlling funds, and tracking costs and obligations.

Miscellaneous others: Other personnel may also be used based on areas of expertise that could affect the requirement and overall acquisition action. An example includes an individual appointed to develop the PWS or SOW.

**(Tip:** Write down the acquisition team members' names, units, phone numbers, and email addresses.)

## Chapter 3

### English 101: Guidelines for Writing a Performance Work Statement

When writing a performance work statement (PWS), focus on the intended audience. Both the author and the reader must understand the PWS. A variety of personnel from diverse disciplines and backgrounds, such as those from foreign countries, will read and interpret each PWS. Moreover, offerors (usually local nationals or third country nationals in a deployed environment) will interpret words within the PWS to identify potential costs and to determine anticipated profit as well as the ability to compete with other offerors. Therefore, write the PWS with terms that are clear, simple, concise, and legally enforceable.

#### Writing Guidelines

##### Style

Style is how you express ideas in phrases, sentences, and paragraphs. Strive to present information in a concise, accurate, thorough, and logical sequence. Avoid complex words. The purpose of writing is to express, not impress.

##### Sentences

Good writing of any type depends on natural order. Eliminate long, complicated sentences by creating two or three short, simple sentences limited to a single thought or idea. Avoid legal phrases, technical jargon, and other elaborate phrases. Strive to omit extraneous words or phrases; eliminate unnecessary words from sentences and omit unnecessary sentences from paragraphs.

##### Paragraphs

A paragraph may consist of one or more sentences to state and discuss a single idea or similar ideas. State the main idea in a topic sentence at the beginning of the paragraph. The topic sentence provides a base for subsequent sentences that develop and support the main idea. While paragraph length will vary, avoid long paragraphs that may crowd ideas and confuse the reader. Shorter paragraphs are more visually appealing and easier to read and understand. Number paragraphs for easy reference.

##### Usage

Use the active voice. In the active voice, the subject performs rather than receives the action. The active voice is clearer and uses fewer words without reducing clarity. The active voice makes the subject (the contractor) responsible and accountable for the action or performance required.



Active versus passive voice for routine services:

<b>Active</b>	<b>Passive</b>
<b>Clean up all debris at the end of each workday.</b>	<b>The debris shall be picked up at the end of each workday.</b>
<b>Empty trash containers twice a week.</b>	<b>Trash containers shall be emptied twice a week.</b>
<b>Install new air filters in accordance with manufacturer's recommendations.</b>	<b>New air filters are required in accordance with the manufacturer's recommendations.</b>

**Ambiguity**

Ambiguity is the use of vague, indefinite, or uncertain terms and words. Examples of some ambiguous phrases include securely mounted, properly assembled, and carefully performed. The PWS must be free of ambiguous words or phrases such as etc., as required, as directed, good workmanship, assist, best commercial practice, including but not limited to, and as necessary. These terms are ambiguous because one cannot quantify, precisely measure, or state objectively what they mean.

**Punctuation**

Use minimal punctuation. Since the goal is to write simple, short, concise sentences, a well-written document should require minimum punctuation. When complicated punctuation is required, consider rewriting the sentence. Construct sentences so that inadvertent misplacement or elimination of a punctuation mark will not alter the intended meaning. For maximum clarity, follow the formal rules of punctuation.

**Abbreviations and acronyms**

Abbreviations and acronyms are a form of shorthand used to make complex terms short and precise. However, they can cause misunderstandings when the reader is from outside the U.S. or if the abbreviations and acronyms have multiple meanings; for example, CO can mean commanding officer, commissioned officer, or change order. Upon first use, use the complete term followed by the abbreviation or acronym in parentheses. When there are many abbreviations or acronyms, develop a glossary.

**Symbols**

Use the full word associated with the symbol unless the meaning is universally clear

**Numbers**

Spell out numbers under 10 except when they represent dimensions. Use the numeral form for figures 10 and above. Represent dimensions, degrees of temperature, percentages, and dollars and cents as numerals. One or zero should

always be spelled out when used alone. When two numbers are used together to define both size and quantity, use a written word for one of the numbers (for example, six 55-gallon metal drums).

### **Redundancy and repetition**

Avoid redundancy and unnecessary repetition. They reduce clarity and increase the likelihood of ambiguity, inconsistency, and internal contradiction.

### **Misused words and phrases**

The following is a list of commonly misused and abused words, phrases, and terminology that when improperly applied will confuse the reader and obscure rather than clarify the requirements:

- Shall and will. Use “shall” to specify that a provision is binding and to describe the contractor’s work requirements. Use “will” to express a statement of acts and actions that will occur.
- Shall and should. Use “shall” to specify that a provision is binding; it ordinarily is used to describe the work required to be done by the contractor. Use “should” to indicate an expected course of action or policy that is to be followed unless inappropriate for a particular circumstance.
- Any and either. These words imply a contractual choice. Unless the intent is to give the contractor a choice, specify the true intent. For instance, the word “any” means a limited number selected at the discretion of the reader (contractor). The statement “mow any areas over” can mean any of the areas selected by the contractor, while “mow areas over” means every area spelled out in the requirements. The word “either” implies a choice between two options. For instance, clean glass on either side is incorrect if the intent is to require the contractor to clean both sides of the glass.
- And, or, and/or, and etc. Use “and” if both conditions are true and “or” if only one of the conditions is true. Avoid using “and/or” because using those two words together creates ambiguity (are both conditions true or is only one true). Also, avoid the use of “etc.” because the reader may not be aware of what constitutes the subset of etc.

Remember, a well-written PWS:

- Meets the SMART (specific, measurable, attainable, relevant, and timely) test.
- Provides a complete definition of the work requirements.
- Withstands changes in staffing—both contractor and requiring activity.
- Minimizes interpretation errors.
- Details obligations, expectations, and deliverables.

- Identifies acceptance criteria to ensure desired outcomes are achieved.
- Ties deliverables to contractor payments.



**Figure 3-1. The consequences of a poorly-written PWS for a gravel parking area.**

## **Chapter 4**

### **Eight Steps to Developing a Performance Work Statement**

#### **Step 1: Plan**

##### **Overview**

Step 1 discusses the four primary components in developing a performance work statement (PWS) and a quality assurance surveillance plan (QASP):

- Market research
- Forming the writing team and finding the right resources
- Developing a project plan with milestones
- Developing a decision plan (proactive approach to resolving issues)

Careful planning makes better use of resources, minimizes interruptions in activity performance, saves time, and obtains the service required to support the Soldiers and mission.

##### **Market research**

The acquisition team must conduct market research to understand the standard performance parameters in the local marketplace, and then work to draft a PWS that incorporates the appropriate local practices.

##### **Forming your team**

Gather the best people for the PWS writing team and obtain leadership support from the beginning. The development of a quality PWS is the result of a team effort. The members of the team are usually from the requiring activity, other units with subject matter expertise, and the local supporting contracting office. The team is typically composed of the following individuals:

- The PWS team leader (most likely you) has the authority and responsibility for developing the PWS and QASP.
- Subject matter experts provide functional knowledge to describe the service and recommend how to measure and accept the service. It is likely these individuals will be contracting officer's representatives (CORs) for this contract.
- The supporting contracting office provides the necessary authority and technical experience in contracting to approve the final product and initiate the contract.
- Other stake holders such as the supply officer or supported customer provide the necessary guidance and information.

(**Tip:** There are no absolutes in selecting PWS team members. Required skills are situational, and you should consider them within the context of the entire team.)

Most requiring activities (units) can find individuals to fill these roles, but these individuals often have other duties in a deployed environment. The leadership must make the hard decision to allocate the proper time, resources, and individuals required to develop a proper PWS.

### **Work space**

Do not overlook the need for office space for the PWS team members. The PWS team must have secure facilities where it can store its materials and work with limited interruptions. Many times your supporting contracting office will have limited office space to offer.

### **Security concerns**

Do not leave sensitive information on your desk or computer screen and do not discuss this information in common areas. Factors affecting security are the degree of sensitivity of the information; nature of the threat to the information; vulnerability of the information; options that are available for protecting the information; and organizational facilities and capabilities for secure handling, storage, and transmission. Much of your information, such as troop numbers, grid coordinates, and other related information, will be classified. Remember, the acquisition process begins at the point the unit's needs are established. All personnel should understand the adverse impact of inappropriate disclosure of sensitive information regarding future procurements. Early in the acquisition planning process and throughout the development of the government's requirements in writing the PWS, the contracting officer (KO) will advise the acquisition team of the negative consequences and prejudicial impact of improperly releasing information to potential future offerors.

### **Initial team meeting**

The PWS team leader should receive guidance and training from the supporting contracting office.

During the initial meeting, team members should:

- Introduce roles and responsibilities.
- Begin to identify issues.
- Review all documents to date (initial requirements document, purchase request, and other supporting documents).

Go over this checklist for the team's key players

Key Player	Tasks
<b>Requiring activity</b>	<b>Meet with PWS team lead frequently to monitor progress, give guidance, and provide liaison to customers.</b>
	<b>Review the PWS at 50 percent and 75 percent completion and provide comments.</b>
	<b>Review PWS at 100 percent completion and provide final comments before the PWS is finalized for solicitation.</b>
	<b>Meet with the PWS team as needed to provide guidance and support for its efforts.</b>
<b>PWS team leader</b>	<b>Oversee the PWS team and stay on schedule for completion of the PWS and QASP.</b>
	<b>Develop the QASP.</b>
	<b>Assign tasks to team members, including writing sections of the PWS and formatting the technical exhibits.</b>
	<b>Monitor team members to assure they complete the work as scheduled.</b>
	<b>Arrange for review by customers, stakeholders, management, and requiring activity when 75 percent complete and incorporate recommended changes.</b>
	<b>Arrange for review by requiring activity and incorporate recommended changes.</b>

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<b>Key Player</b>	<b>Tasks</b>
<b>PWS team leader (continued)</b>	<b>Conduct team meetings as needed to review work completed, assign new tasks, and respond to questions from the team.</b>
	<b>Develop evaluation criteria.</b>
<b>Contracting office</b>	<b>Assist the requiring activity and PWS team in the development of the PWS.</b>
	<b>Arrange for review of the PWS.</b>
	<b>Ensure the PWS is adequate and appropriate to serve as a basis for the contract award.</b>
<b>Others</b>	<b>Assist the requiring activity in the development of the PWS.</b>

**What is the milestone schedule?**

Perhaps the most overlooked planning step (besides writing the PWS) is developing the milestone schedule. The milestone schedule provides overall, critical completion times for each major requirement and appropriate review and coordination (when required). Keep in mind that milestones may be changed for larger, more complex contracts (consult your supporting KO for further details).

Milestone schedule example:

<b>Requirements documents completed</b>	<b>0X/0X/20XX</b>
<b>Statements of work and PWS approval</b>	<b>0X/0X/20XX</b>
<b>Acquisition review board</b>	<b>0X/0X/20XX</b>
<b>Funding for purchase request</b>	<b>0X/0X/20XX</b>
<b>Request for quotations</b>	<b>0X/0X/20XX</b>
<b>Receipt of quotations</b>	<b>0X/0X/20XX</b>
<b>Evaluation of quotations</b>	<b>0X/0X/20XX</b>
<b>Discussion</b>	<b>0X/0X/20XX</b>
<b>Award of contract and notice to proceed</b>	<b>0X/0X/20XX</b>

(**Tip:** Early planning including the user and all acquisition team members to the maximum extent practicable is essential in determining overall success. Ultimately, the KO will decide upon the precise milestone dates; just make sure it works with the requiring activity objective.)

**Step 2: Define the Requirement**

Planning should start by focusing on the big picture of the acquisition. What requirement needs to be satisfied, and how will this acquisition meet the needs of the requiring activity? The requirement should also address the criticality of need. In certain contingency operations, criticality of need may supersede certain acquisition processes. See your contracting support element for clarification.

**Step 3: Identify Desired Results**

Results are what the acquisition is intended to accomplish. The desired results are the ideal outcomes of contract performance. Examples of desired results include a clean building, broader dissemination of information, and increased levels of maintenance. The PWS team must ask what it wants out of this acquisition and define what the tasking intends to achieve in terms of outcomes and deliverables. The answer will be specific to each acquisition, and the team should develop the answer during its work sessions. This analysis will provide the basis to develop a work breakdown structure (WBS) for formulating the PWS.



Begin by listing what the PWS should accomplish in order to satisfy the overall requirement. For example:

- What outcome is needed?
- When is the outcome needed?
- Where is the outcome needed?
- Who needs the outcome?
- Why is the outcome needed?
- What will be done with the outcome?
- What will occur as a result of the outcome?
- Is the outcome worth the effort and cost?
- Would a different outcome be preferable?

After the team clearly identifies the desired results, it must identify what outcome will constitute success. For example, the customer desires a clean building. A clean building is the result. Defining success means defining how the customer knows if the building is clean—the floors are mopped, the surfaces are dusted, and the carpets are vacuumed.

Keep in mind the link between level of service and cost; it is important to define the level of service required so as not to unnecessarily exceed requirements and cost. Polishing the brass doorknobs may improve the Feng Shui feeling for the commander but at what cost?

### **Step 4: Create a Work Breakdown Structure**

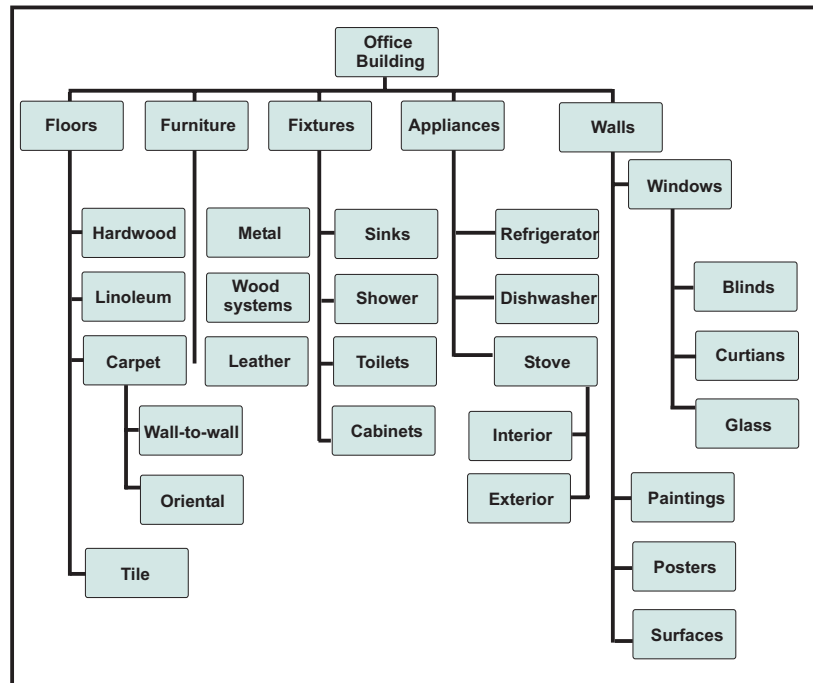
Use the WBS to facilitate a logical arrangement of all elements of the work targeted in a performance-based contract. Simultaneously use the checklist provided below for the performance-based acquisition team to trace all the necessary elements of the project. Generally your WBS will only serve as an internal planning document. Do not use the WBS in your actual PWS.

Creating a WBS checklist:

- Identify the overall service or output required from the contractor.
- Divide the job into all its parts and subparts.
- Clarify the relationships among all the parts.
- Write one requirement sentence describing the desired result of each subtask.
- Conduct a review and finalize the WBS.

Finalizing the WBS checklist:

- Check the scope statement for completeness and accuracy.
- Check that each activity is broken down into all tasks necessary for that activity to be completed.
- Check that all tasks are identified and defined in “do what” terms not “how to” terms.
- Check that completion criteria are defined for each task.
- Check that the data requirements (reports, software, or other deliverables) have been identified and associated with tasks.
- Check that all required government-furnished property has been identified.



**Figure 4-1. Example of a WBS for cleaning an office building**

At each level of breakdown, the parts must be mutually exclusive and collectively exhaustive of the next higher level. Furthermore, there must be no overlap among the parts at a particular level, and nothing must be left out.

### Develop a performance standard for each item on the WBS

Performance standard = (Attribute of the service object that you want the contractor to change) + (a specific attribute description or measurement)

**Example:**

Object: Floors

Floors must be free of all visible dirt and refuse

Object: Toilets

Each toilet must be supplied with a full roll of toilet paper, sanitized, and free of all visible fecal matter, urine, and refuse

Ensure you develop a performance standard for each element at the lowest level of work breakdown. What you see, smell, hear, taste, or feel is the determinant of acceptability.

Once you have identified your set of performance standards, apply the SMART test by asking, are these performance measures:

- Specific?
- Measurable?
- Attainable?
- Relevant?
- Timely?

### Step 5: Collect and Analyze Goals or Outcomes

Most of the data should be collected during preliminary planning and available to the PWS team already. However, your data may be marginal at best. For example, the purchase request may only say “contract to clean office headquarters building number 123 on forward operating base ABC.”

If your data is marginal conduct interviews to gather further details:

- Customer view: Ask the supported customer what he expects from the contractor. This question should be asked and answered in writing.
- Requiring activity view: Obtain higher-level guidance and expected outcomes. Many times the customer’s view and his headquarters’ view will differ and you must hash out the must do from the nice to have.

- **KO view:** You can compare your requirement to the same type of activity provided by a preexisting or old contract on file with your supporting contracting office. Often using a similar, preexisting PWS will assist you in developing your own. Do not reinvent the wheel unless you have to but do not simply copy another PWS; no two are alike.

Manage expectations from the beginning and ensure the requiring activity approves the initial concept before you start writing the PWS.

**(Tip:** The PWS is your roadmap for the contractor engagement. Ensure it accurately reflects the specific tasks and obligations during the course of performance. Most contractual problems are directly attributable to the lack of a properly written PWS.)

### **Step 6: Write the PWS**

Once you have completed the tree diagramming, data collection, and performance standards, write the PWS.

**(Tip:** Begin writing the PWS at the same time you begin collecting and analyzing data. Most PWS sections are boilerplate (see your KO for this information). PWS teams save time by beginning to write sections that are ready while they finish data collection and analysis on other sections.)

To ensure you write a good PWS, coordinate comments from the requiring activity before you give the final PWS to the supporting contracting office for execution. In some situations your draft PWS will be submitted with the requirements document to the acquisition review board for review and approval prior to submitting it to your supporting contracting office. In any case, ensure your supporting contracting office is part of your PWS team.

### **Delegating Checklist on Developing Sections of a Performance Work Statement**

As discussed in Chapter 2, the PWS becomes Section C of the solicitation. You must develop the following sub-sections:

<b>Point of Contact Responsible</b>	<b>Action</b>
Name _____	<b>Section C-1: General information to include scope of work, general operating conditions, personnel matters, and other relevant information.</b>
Name _____	<b>Section C-2: Definitions of all special terms, phrases, and acronyms used in the PWS.</b>
Name _____	<b>Section C-3: Government-furnished property (GFP) and services provided to the contractor for use in executing the PWS activities.</b>

<b>Point of Contact Responsible</b>	<b>Action</b>
Name _____	<b>Section C-4: Contractor-furnished items; details the items that the contractor is required to provide in executing the PWS activities.</b>
Name _____	<b>Section C-5: Specific tasks that the contractor is required to perform to include outputs, outcomes, and quality control requirements.</b>
Name _____	<b>Section C-6: Applicable documents, specifications, manuals, and regulations governing the requirements included in the PWS.</b>
Name _____	<b>Release draft PWS for comment and approval.</b>
Name _____	<b>Finalize the PWS.</b>
Name _____	<b>Respond to questions and comments.</b>

**The PWS Format**

Write the PWS in service contract format. First, develop an outline to provide structure for the document. The following is a sample outline. The PWS falls in Section C of the RFP. The standard numbering scheme for service contracts is legal numeric (for example: 1, 1.1, 1.2, . . .). See PWS examples in Appendices A, B, and C for the legal-numeric formatting.

**Section 1: General**

This section includes a broad overview of the PWS and a description of the scope of work.

**Section 2: Definitions**

This section includes terms and phrases readers need to know to understand the PWS.

**Section 3: Government-furnished property and services**

This section references applicable exhibits and specific terms and conditions not covered in the Federal Acquisition Regulation clauses.

**Section 4: Contractor-furnished items**

This section holds the contractor accountable for all items he must provide to perform the services. This section may include specific standards for items.

**Section 5: Requirements**

This section is the heart of the PWS. Most of the analysis of activities will be in this section.

**Section 6: Publications and forms**

This section references exhibits that list the documents and forms the contractor needs to perform the work.

**Technical exhibits**

Some items are too bulky to include in the main body of the PWS (for example, spreadsheets with workload data). Also, you may want to include information helpful to the potential contractor. Use technical exhibits for this purpose.

After you have developed the outline, focus writing the most important section—C-5: Requirements—first.

**Step 7: Write the QASP**

The QASP defines the process the government uses to evaluate the contractor's execution of the PWS.

The QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Instead, the QASP is created on the premise the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations, such as acts of God (bad weather or earthquakes) or situations resulting from a combat environment, may occur.

The QASP is a living document, and the KO may review and revise it on a regular basis. However, the KO shall coordinate changes with the contractor. Updates must ensure the QASP remains a valid, useful, and enforceable document. The contractor and the CORs implementing the surveillance activities must receive copies of the original QASP and any subsequent revisions.

**Methods of surveillance**

After contract award, the COR should review the performance standards in the contract to determine if the selected monitoring methods are appropriate to monitor each performance standard. Within a QASP, multiple surveillance methods may be used.

## **CENTER FOR ARMY LESSONS LEARNED**

Various methods exist to monitor performance. The COR will use one or more of the surveillance methods listed below. However, regardless of the surveillance method, the COR must always contact the KO when a defect is identified and inform him of the specifics of the problem.

Contractor performance must be monitored in some fashion to determine the rate of success. As much as possible, human biases should be eliminated from the surveillance process. The objective is to assess the contractor's performance against established performance standards. The following procedures are the most common methods of surveillance:

- Random sampling. Receipt of acceptable performance is based on a percentage of successful assessments. Random sampling is the most appropriate method for frequently recurring tasks.
- Periodic sampling. Evaluations are scheduled for specific intervals or dates. This sampling may be appropriate for tasks that occur infrequently.
- One hundred percent inspection. Only appropriate for the most stringent requirements where health or safety is on the line.
- Trend analysis. This technique is used to assess the contractor's ongoing performance. A database can be built with the data to continually evaluate performance.
- Customer feedback. Allows end users to evaluate and provide feedback on the service received. This form of surveillance is useful for areas that do not lend themselves to observation. Because of this, evaluators can focus time in other areas. With this approach, it is important the end-users providing feedback understand the contract performance standards.

Surveillance results may be used as the basis for actions (to include payment deductions) against the contractor. In such cases, the inspection of services clause in the contract becomes the basis for the KO's actions.

When unacceptable performance occurs, the COR must inform the contractor in writing unless circumstances necessitate verbal communication. In any case, the COR must document the discussion and place it in the COR's file.

When the COR determines formal written communication is required, the COR prepares a contract discrepancy report (CDR) and presents it to the contractor. A CDR template should be part of the QASP.

The contractor must acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR also will state how long after receipt the contractor has to present this corrective action plan to the COR. The KO shall review the contractor's corrective action plan to determine acceptability.

Any CDR may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the KO.

During contract and order performance, the COR shall take the periodic measurements that the QASP specifies. It may help if the government prepares a work sheet with a schedule for executing the surveillance measures listed in the QASP. This work sheet shall be for government use and shall not be shared with the contractor.

### **Step 8: Finalize the Performance Work Statement**

**(Tip:** To encourage stakeholder review and comment, the PWS team should e-mail the PWS to all stakeholders.)

### **Performance Work Statement Checklist**

Actions for final review:

- Does the PWS contain all required elements and is it ready for detailed review?
  - Section C-1: General information
  - Section C-2: Definitions
  - Section C-3: GFP and government-furnished services
  - Section C-4: Contractor-furnished items and services
  - Section C-5: Specific tasks for the contractor
  - Section C-6: Applicable documents governing the requirements in the PWS
  - Technical exhibits
  - Maps and work area layouts
  - QASP written with performance measures and standards
- Does Section C-1 (general information) provide a satisfactory overview of the PWS?
- Are the roles of a project or contract manager and any special personnel requirements (quality control, safety, environmental, security requirements, or specialized training) discussed? Are full-time requirements, on-site requirements, and 24 hours per day and 7 days per week requirements clear?
- Are the following requirements addressed?
  - Quality control by the contractor
  - Government quality assurance methods



- Hours of operation, including normal duty hours and a list of local holidays
- Requirements to support emergencies and contingencies outside normal duty hours
- Safety, fire prevention, physical security, traffic control, energy conservation, environmental, and other appropriate requirements
- Are the definitions in Section C-2 adequate?
  - Special terms in the PWS (including technical exhibits) defined and readily understandable
  - All acronyms, abbreviations, and special terms clearly defined
  - Terms used in Section C-5 (specific functions) clearly defined in Section C-2
- Are the provisions in Section C-3 for GFP adequate?
  - Responsibilities for accountability (initial, periodic, and closing inventory) and stewardship adequately stated for government-furnished material and government-furnished equipment
  - Conditions and standards adequately stated for contractor return of government property and facilities
  - Conditions and responsibilities adequately stated for leased property provided by the government
- Does Section C-4 (contractor-furnished items and services) provide sufficient guidance?
  - Categories of items that the contractor will supply (such as materials, tools, and equipment) adequately described
  - Standards provided for all materials or supplies that must meet minimum government standards
- Does Section C-5 (specific tasks) clearly identify work requirements?
  - Function and major tasks and subtasks broken down sufficiently so that the scope of work is reasonably clear
  - Specific performance tasks and the desired outcome for each job activity clearly described
  - Special duty hours (including night shifts, overtime, or weekends) specified for any tasks required outside normal duty hours
  - Reference sources cited accurate and current (such as in the instructions, manuals, and technical orders)

- Does Section C-6 (applicable publications and forms) reference all applicable directives or forms?
- Does Section C-6 clearly specify whether the contractor or the government will be responsible for obtaining future directive editions, supplements, amendments, or changes?
- Is the technical exhibits section in agreement with the PWS?
- Are all technical exhibits correctly cross-referenced to the proper sections of the PWS?
- Have all conclusions, comments, or recommendations resulting from negative responses to review steps been provided?
- Do any conclusions, comments, or recommendations constitute a significant error or omission requiring nonoccurrence, correction, and subsequent review?
- Does the PWS provide the basis for fair competition (a level playing field)? Is there anything either stated or omitted by the PWS that would shift the competition in favor of any bidder?
- Verify the PWS reviewed is the same as contained in the contract solicitation.

You can now forward the PWS to your supporting KO for final review.

### **Other Sections**

#### **Sections B, L, and M**

Although the KO is responsible for Sections B, L, and M of the solicitation, the PWS team should provide input.

#### **Section B (cost/price schedule)**

The PWS team may help develop contract line item numbers or recommend variance ranges.

#### **Section L (instructions to offerors)**

Because the PWS team writes the content for technical evaluation, its members understand how proposals will be evaluated. Their input into how offerors should organize proposals is very important.

#### **Section M (evaluation criteria)**

The criteria, subfactors, and ranking all naturally flow from the PWS and development of instructions to offerors. The PWS team's input on this section is also very important.

## **Final Thoughts**

Watch out for scope creep. It occurs when the requiring activity changes its mind midway through PWS development. Unfortunately, it is common when there is a failure in managing expectations from everyone's input at the beginning of PWS development. When you ensure you clearly understand and manage expectations early, you should not have this problem.

If scope creep happens, you can manage it with changes to clauses. In fixed-price supply contracts, the changes clause provides that the CO may at any time, by written order, make changes, within the general scope of the contract. The key words are "within the general scope of the contract." When a contractor receives a change order, the contractor typically has 30 days to submit a proposal for adjustment. The term "equitable adjustment" is the name for the process by which contractors recover the reasonable value for the work under which no agreement was reached on the fixed-price contract. The bottom line—stay away from scope creep, if possible.

A cardinal change is a unique subset of changes to the initial contract, a modification beyond the original scope of the contract, which requires the contractor to perform duties materially different from those originally bargained. Cardinal change is a breach of contract entitling the contractor to damages. Cardinal changes are considered potential attempts at unauthorized procurement. In other words, someone is overstepping the contract's legal bounds by attempting to derive extra benefits from the contractor.

Finally, a constructive change is an oral or written act or omission by the KO or other authorized government official that is construed as having the same effect as a written change order. A constructive change consists of two elements: (1) a change element that calls for examination of the actual performance to determine whether it went beyond the minimum standards demanded by the contract, and (2) an order element in which the government's representative (by word or deed) requires the contractor to perform work that is not a necessary part of the contract.

## **Chapter 5**

### **Government-Provided Support Considerations**

Contractors provide their own logistic support except when providing that support is impractical, cost-prohibitive, or otherwise not in the best interest of the government. Since most military operations are conducted in austere or non-permissive environments, contractors authorized to accompany the force (CAAF) often receive military-provided support or the military arranges for another contractor to provide support. In these situations the contractor will detail what support the government will provide in the terms and conditions of the solicitation. Subsequently, after determining the support requirements and assessing the availability of support from theater-adjudication authorities, the contract will specify what support will be provided. Without understanding the overall support requirement to include specific government-furnished support requirements for CAAF, the supporting unit will not be able to accurately plan for and direct support responsibilities in the operational area.

#### **Base Operating and Facility Support**

In permissive and non-austere operations, contractors should arrange for their own lodging, subsistence, and facilities; however, this may not be possible in hostile and austere environments. The military will provide support in circumstances where the contractor has no commercial infrastructure from which to draw, or when it is cost prohibitive for a contractor to furnish the support. If contractor-arranged base-operating support would impede the government's force protection efforts, generate competition with the military, or adversely influence prices, the military must consider providing the support, or at least directly coordinating this support within U.S. bases. The operational commander has the authority to direct where CAAF reside under the terms and conditions of the contract. CAAF must generally be provided the same standard that is applied to Department of Defense (DOD) civilian personnel of similar pay grade and responsibility level.

In some operations or phases of operations, selected CAAF may be required to temporarily live under field conditions. Field conditions are quite different from normal civilian life; these conditions are characterized by austere and communal living with a collective responsibility for the living area. The contracting officer (KO) must ensure that appropriate clauses are included in the contract for all CAAF who may be expected to perform their duties under field conditions.

Subsistence may be provided to contractors, either in conjunction with government-provided lodging or separately, when CAAF are unable to obtain subsistence during their daily work shift or for other operational reasons. For CAAF living in field conditions, the food provided might be pre-packaged rations with very little opportunity for choice; consequently, special diets may not be accommodated. Because of dietary needs, in some sustained operations it may be desirable to have separate contracts run dining facilities that provide ethnic-based subsistence that may be both less expensive and more appealing to third country national (TCN) employees.

Although it is natural to expect reimbursement from contractors for the cost of lodging and subsistence, the cost for such support is normally be included in the overall cost of the contract. Therefore, when possible, subsistence support should be provided on a non-reimbursable basis to eliminate the unnecessary,

administrative burden of reimbursement. However, joint force command planners must include the cost of supporting contractors in the overall cost of the operation so adequate funding is provided.

Similar to base operating support, facility support to contractor personnel is situationally dependent. Facility support must be planned for as early as possible, especially in austere and non-permissive environments where contract companies cannot coordinate their own facility support. In these situations, external support and system contractor managers must provide their requirements during contract negotiations. The KO or designated administrative KO must then coordinate these requirements with the appropriate command engineer.

### **Personnel Recovery**

The DOD personnel recovery (PR) program is the aggregate of military, civil, and political efforts to recover captured, detained, evading, isolated, or missing personnel from uncertain or hostile environments and denied areas. PR may occur through military action, action by non-governmental organizations, other U.S. government-approved action and diplomatic initiatives, or through any combination of these options. According to DOD policy, CAAF must be included in the PR program.

**Note:** DOD Instruction (DODI) 3020.41, *Contractor Personnel Authorized to Accompany the U.S. Armed Forces*; DOD Directive (DODD) 2310.2, *Personnel Recovery*; and Joint Publication (JP) 3-50, *Personnel Recovery*, provide additional details on the PR program.

### **Medical**

During contingency operations in austere or non-permissive environments, CAAF will most likely be unable to access medical support from local sources. Therefore, DOD policy and doctrine directs the Army forces command, at a minimum, to be prepared to have U.S. level III medical treatment facilities (MTFs) provide emergency medical care to all CAAF and non-CAAF contract employees who are injured in the immediate vicinity of U.S. forces or on a U.S. base. This medical support includes emergency and resuscitative care, stabilization, hospitalization at a level III MTF, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Nonetheless, all CAAF must be afforded routine, western medical care either at a deployed MTF or by accessing a modern medical facility outside their area of operations.

**Note:** Further detailed guidance on medical support to deployed contractor personnel can be found in Appendix E of DODI 3020.41, *Contractor Personnel Authorized to Accompany the U.S. Armed Forces*; DODI 6490.03, *Deployment Health*; and JP 4-02, *Health Service Support*.

### **Major Equipment Items**

Major equipment items include government-furnished equipment (GFE) and contractor-acquired, government-owned equipment. GFE includes Class VII items that are either deployed into the operational area with the contractor, or theater-provided equipment that is issued to the contractor in the operational area.

GFE issuance, maintenance, and return is the responsibility of the appropriate requiring activity.

### **Postal Service**

The nationality of the contractor employee usually determines postal support. U.S. citizen-contractor employees who deploy in support of U.S. armed forces may be authorized to use the military postal service (MPS) if there is no U.S. postal service available and if MPS use is not precluded by the terms of any international or host-nation agreement. In some operations, TCN personnel may be authorized limited access to MPS for the purpose of mailing paychecks to their home country.

**Note:** Additional information on postal operations can be found in DOD 4525.6-M, *DOD Postal Manual*.

### **Mortuary Affairs**

The joint mortuary affairs program is a broadly-based military program that provides for the necessary care and disposition of deceased personnel, including personal effects, across the spectrum of conflict. Support to contractor personnel is normally done on a reimbursable basis. The specific nature and extent of the support is determined during the planning process and communicated to military forces and contractors through governing operation plans/orders and contractual documents.

**Note:** Additional information on mortuary affairs can be found in DODD 1300.22, *Mortuary Affairs Policy*, and JP 4-06, *Mortuary Affairs in Joint Operations*.

### **Post/Base Exchange Privileges**

When deployed, CAAF are generally eligible to use the Army and Air Force Exchange Service, Navy Exchange, or Marine Corps Exchange facilities for health and comfort items in operations where CAAF do not have access to commercial sources for these items. This privilege is dependent on the overall operational situation, status of forces agreement, and individual terms and conditions in the contract.

**Note:** Additional information on exchange privileges for deployed contractors can be found in DODI 1330.21, *Armed Services Exchange Regulations*.

### **Morale, Welfare, and Recreation**

Deployed contractors have a responsibility to provide morale, welfare, and recreation (MWR) services and other quality of life support to their own employees as much as practical. The availability of MWR programs in the operational area vary with the deployment location. MWR activities available may include self-directed recreation (such as the issue of sports equipment), entertainment in coordination with the United Service Organizations and the Armed Forces Professional Entertainment Overseas, military clubs, unit lounges, and some types of rest centers.



## Appendix A

### Blank Performance Work Statement Template

This template is a guide. Do not copy it verbatim.

#### Performance Work Statement for (Add Title of Service)

##### Part 1: General information

The performance work statement (PWS) defines the government's requirements in terms of the objective and measurable outputs. It should provide the vendor with answers to five basic questions: what, when, where, how many, and how well. It is important to accurately answer these questions to allow the vendor the opportunity to accurately assess resources required and risks involved.

1.1 Description of services and introduction: The contractor shall provide all personnel, equipment, tools, materials, supervision, other items, and non-personnel services necessary to perform \_\_\_\_\_ as defined in this PWS except as specified in Section C-3 as government-furnished property and services at \_\_\_\_\_. The contractor shall perform to the standards in this contract.

1.2 Background: (Complete as appropriate.)

1.3 Objectives: (Add a few bullets stating the basic services objective.)

1.4 Scope: (Usually a paragraph. This work involves or the contractor shall provide services for [insert the type of services the contractor will provide]. Services include [insert what is included in the services]. The contractor shall accomplish [complete if applicable].)

1.5 Period of performance: (State period of performance and number of option years. For example: The period of performance shall be for 1 base year of 12 months and two 12-month option years.) The period of performance reads as follows:

- Base year
- Option year one
- Option year two

The government reserves the right to extend the term of this contract at the prices set forth in Section B in accordance with the terms and conditions contained in clause 52.217-9 entitled, "Option to Extend the Term of the Contract."

##### 1.6 General Information

1.6.1 Quality control (QC): (Include if necessary.) The contractor shall develop and maintain an effective QC program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's QC program is the means by which he assures himself his work complies with the



## CENTER FOR ARMY LESSONS LEARNED

requirement of the contract. As a minimum, the contractor shall develop QC procedures addressing the areas identified in Technical exhibit 1, "Performance Requirements Summary." After acceptance of the QC plan, the contractor shall receive the contracting officer's (KO's) acceptance in writing of any proposed change to his QC system.

1.6.2 Quality assurance: The government shall evaluate the contractor's performance under this contract in accordance with the quality assurance surveillance plan. This plan is primarily focused on what the government must do to ensure the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rates.

1.6.3 Government remedies: The KO shall follow Federal Acquisition Requirement (FAR) 52.212-4, "Contract Terms and Conditions-Commercial Items" or 52.246-4, "Inspection of Services-Fixed Price" for a contractor's failure to perform satisfactory services or failure to correct non-conforming services.

1.6.4 Recognized holidays: (State if the contractor is or is not required to perform services on these holidays.)

- Hours for prayer or holy days
- Iraq Memorial Day
- Iraq Independence Day

1.6.5 Hours of operation or place of performance: The contractor is responsible for conducting \_\_\_\_\_ between the hours of (insert appropriate hours for your organization here) Monday through Friday except federal holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar government-directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this statement of work (SOW) when the government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.6.6 Security requirements: (Indicate the level of security required, if necessary. If a Department of Defense Form 254 [Contract Security Classification Specification] is required, the unit security monitor should initiate a DD 254 that will become an attachment to this PWS.)

1.6.6.1 Physical security. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.6.2 Key control. (Include if necessary.) The contractor shall establish and implement methods of making sure all keys/key cards issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. (**Note:** All references to keys include key cards.) No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the QC plan. Such procedures shall

include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys to the KO.

1.6.6.2.1. In the event keys other than master keys are lost or duplicated, the contractor shall, upon direction of the KO, re-key or replace the affected lock or locks; however, the government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the government and the total cost deducted from the monthly payment due the contractor.

1.6.6.2.2. The contractor shall prohibit the use of government-issued keys by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas or personnel authorized entrance by the KO.

1.6.6.3 Lock combinations. (Include if necessary.) The contractor shall establish and implement methods of ensuring all lock combinations are not revealed to unauthorized persons. The contractor shall ensure lock combinations are changed when personnel with access to the combinations no longer have a need to know such combinations. These procedures shall be included in the contractor's QC plan.

1.6.6.4 Conservation of utilities. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities which includes turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

1.6.7 Special qualifications: (Insert any special certification requirements for employees if deemed appropriate. For example: The contractor is responsible for ensuring all employees possess all required licenses for operating \_\_\_\_\_ used in the execution of this contract.)

1.6.8 Post-award conference or periodic progress meetings: The contractor agrees to attend any post-award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5. The KO, contracting officer's representative (COR), and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the KO will apprise the contractor of how the government views the contractor's performance, and the contractor will apprise the government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.9 COR: (Insert the name, address, phone number, fax, and e-mail address of the COR.) The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written

and oral communications with the contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including government drawings, designs, and specifications; monitor contractor's performance and notify both the KO and contractor of any deficiencies; coordinate availability of government-furnished property; and provide site-entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates, or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.10 Contract manager: The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the KO. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract.

1.6.11 Identification of contractor employees: All contract personnel attending meetings, answering government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. (Indicate if contractor personnel will be required to obtain and wear badges in the performance of this service.)

### **Part 2: Definitions and acronyms**

This section includes all special terms and phrases used in the PWS. Each definition provided should be carefully considered; that definition becomes binding for all requirements in the contract. This section should also contain a complete listing of all acronyms used; giving both the acronym and the term the acronym represents.

PWS: Performance work statement

Contracting officer's representative (COR): A representative from the requiring activity appointed in writing by the KO to perform surveillance and to act as liaison to the contractor.

Defective service: A service output that does not meet the standard of performance associated with it in the PWS.

Quality assurance surveillance plan (QASP): A written document specifying the surveillance method used for surveillance of contractor performance.

Quality control (QC): Actions taken by a contractor to control the performance of contracted services to meet PWS requirements.

Quality assurance: Actions taken by the government to assure contracted services meet PWS requirements.

**Part 3: Government-furnished items and services**

If the government is to provide any property, services, or information to the contractor, this section is used to describe what will be provided. If the list or lists are fairly extensive, they should be made into a technical exhibit or attachment. (Complete as appropriate.)

3.1 General: The government shall provide the facilities, equipment, materials, and/or services listed below.

3.2 Equipment: The government will provide: (List equipment and indicate when, where, and for how long.)

3.3 Services:

3.3.1 Utilities: All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

3.4 Facilities: The government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment. (Indicate when, where and for how long.)

**Part 4: Contractor-furnished items and services**

In this section, describe property or services that the contractor shall provide. (Complete as appropriate.)

4.1 General: Except for those items specifically stated to be government-furnished in Part 3, the contractor shall furnish everything required to perform this PWS.

4.2 Secret facility clearance: (If applicable, state if the contractor needs any kind of facility clearance.) The contractor shall possess or be eligible to receive and maintain a Secret facility clearance from the Defense Security Service. The contractor's employees performing work in support of this contract shall have been granted a Secret security clearance from the Defense Industrial Security Clearance Office.

**Part 5: Specific tasks**

Specific tasks are the heart of the SOW. This section defines how the contracting effort fits within the existing or intended customer environment, both technically and organizationally. Examples of items to include here are a detailed description of the services required and other pertinent information.

5.1 Basic services: The contractor shall provide services for (insert the services to be provided by the contractor).

**Part 6: Applicable publications**

6.1 Publications applicable to this PWS are listed below. The publications must be coded as mandatory or advisory, contain the date of the publication, and specify

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what chapters or pages are applicable to the requirement. All publications listed are available via the Internet at the specified e-mail address.

**Technical exhibit 1: performance requirements summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission-essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

<b>Performance Objective</b>  (The service required; usually a shall statement)	<b>Standard</b>	<b>Performance Threshold</b>  (This is the maximum error rate. For example: Zero deviation from standard.)	<b>Method of Surveillance</b>  (Also indicate who performs. For example: One hundred percent inspection by the COR.)
<b>Performance requirements summary (PRS) #1</b> (Insert PWS paragraph.)			
<b>PRS # 2</b> (Insert PWS paragraph number.)			
<b>PRS # 3</b> (Insert PWS paragraph number.)			
<b>PRS # 4</b> (Insert PWS paragraph number.)			

Types of surveillance:

- Random sampling: Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot (random inspection guide, method of surveillance, lot size, sample size, performance requirement, sampling procedure, and inspection procedure).

- One hundred percent inspection: Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed.
- Periodic surveillance: Evaluation of samples selected on other than a 100 percent or statistically random basis (such as monthly, quarterly, or semi-annually).
- Validated customer complaint: Complaints must be validated.

(**Note:** You may also use any surveillance method used in the commercial market to evaluate delivery of the required service. [This method will be determined after market research is conducted.])

**Technical Exhibit 2: Deliverables Schedule**

A deliverable is anything that can be physically delivered but may include non-physical things such as meetings.

Deliverable	Frequency	Number of Copies	Medium/Format	Submit To
(Indicate PWS paragraph number.)	(For example: By the fifth of every month or within 30 days of contract award.)	(For example: Paper or CD-Rom in Microsoft Word format.)		

**Technical Exhibit 3: Estimated Workload Data**

Sample for the PWS Part 5:

Item	Name	Estimated Quantity	
1		_____	
2		_____	
3		_____	
4		_____	
5		_____	



## Appendix B

### Example of a Performance Work Statement for Grounds and Roads Maintenance

1.0 Performance Work Statement (PWS). The contractor shall provide grounds and roads maintenance procedures that shall be preventive rather than remedial in nature, including gravel emplacement. The contractor shall ensure maintenance procedures for gravel control are in place for the Mihail Kogalniceanu (MK) Airbase and Babadag Training Area (BTA) Logistics Support Area (LSA) no later than 15 June 2007, and that the service continues through 31 December 2007. The contractor shall be familiar with and comply with all applicable local and national environmental laws and regulations for maintaining a clean and safe work environment and disposing of all waste.

Grounds and road maintenance will include maintenance and minor repairs to roadways and landscaping.

#### 1.A. Contract specifics.

Street cleaning (MK Airbase only): The contractor shall use mechanical means to clean dirt, mud, leaves, or other debris from paved roadways and parking surfaces daily at a time directed by the contracting officer's representative (COR). Contractor shall dispose of all materials from cleaning the MK Airbase in accordance with Romanian law, policies, and regulations.

Grass cutting: The contractor shall cut the grass and rake and remove the grass indicated on MK Airbase and BTA LSA biweekly. The contractor shall immediately dispose of cut grass from the MK Airbase and the BTA LSA in accordance with Romanian law, policies, and regulations. See attached map for required area. The anticipated grass-cutting season will end on approximately 31 October 2007.

Sidewalk cleaning (MK Airbase only): The contractor shall sweep and clean interlocking paving stone, wood decking, and panel sidewalks of dirt, mud, leaves, or other debris weekly. Contractor shall dispose of all materials from cleaning of MK Airbase in accordance with Romanian law, policies and regulations. See attached map for required area.

Grade gravel roads and pavements (MK Airbase and BTA LSA): Contractor shall grade gravel pads and roads to a four percent crown. All roads and gravel pads will be graded two times per month at a time and date coordinated with the COR.

Place and compact gravel: Contractor shall procure, deliver, install, and compact gravel to maintain existing roads and pads or new requirements. Contractor shall emplace approximately 250 cubic meters (m) of gravel at MK Airbase and 20 cubic meters at BTA once during the months of August, September, October, and November. Time and date of this service will be coordinated with the COR. Any additional requirements will be coordinated with the COR and the contracting office on a case-by-case basis.

Clean storm sewer inlets: (MK Airbase only) The contractor shall open and clean 140 storm sewer inlets of leaves and debris at a date and time directed by the COR.



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Dust control: The contractor shall implement strict dust control measures to minimize the creation and dispersion of dust. Dust control will include application of water to control dust from roadways and other activities. Contractor shall apply clean water to gravel and un-surfaced roads.

Grass cutting in vicinity of airfield: Contractor will be required to maintain the grass in the vicinity of the airfield (see Attachment 1). Approximately 2,300,000 square meters must be maintained to a height between 7 and 14 inches (0.17m to 0.35m) to ensure an effective bird aircraft strike hazard program. At no time must the grass exceed the 14 inches (0.35m) in height. The contractor must ensure that grass heights stay within listed specifications. Mowing operations must be coordinated with the COR.

1.A. In addition to the roads indicated in the attached map, the contractor shall apply dust control measures to approximately 6.5 kilometers of dirt road linking BTA with the road between Ceamurlia de Jos and Lunca. The contractor shall provide clean water (free from salt), oil, and other deleterious material for onsite dust control. These control measures will generally consist of water applications as required to prevent dust emissions. Dust control will be accomplished as directed by the COR and consist of not less than 10 applications.

1.B. During the service period, unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for grounds and roads maintenance and related systems and equipment. No government-furnished equipment or government-furnished material will be provided.

1.C. Points of contact. The contractor shall provide an English-speaking point of contact (POC) within the company to interface with designated U.S. government personnel on issues concerning grounds and road maintenance. This contractor POC shall have an English language proficiency of Level II or higher. Names, business addresses, phone numbers, and hours of operation are the minimum information requirements. Arrangements for contacting the contractor's POC after normal business hours shall also be made. The POC must be available on a 24-hour basis including Saturdays, Sundays, and local and American holidays.

2.0 Definitions. Technical definitions that are specific to a PWS.

2.A. Acceptance inspection. Contractor POC will perform an inspection on grounds and road maintenance such as gravel, leveling, and grass cutting before accepting the work. This inspection shows the overall condition of the grounds and their capability to support military vehicles or equipment, mainly 17-ton Stryker vehicles (wheeled). Discrepancies will be fixed before occupation if use of the site would aggravate a problem or if the discrepancy creates a safety hazard.

2.B. Criminal act. This results from violating a civil law.

2.C. Damaged area. An area damaged or worn-out causing the inability to drive a vehicle.

2.D. Fair wear and tear. The deterioration of items attributed to normal use.

2.E. Scheduled maintenance. Periodic prescribed inspections or servicing of areas in the temporary forward operating site.

2.F. **Unscheduled maintenance.** Maintenance that is not scheduled but is required to correct deficiencies.

2.G. **English language proficiency, Level II:**

- **Speaking:** Able to satisfy most work requirements with language usage that is acceptable and effective. Speak the language with sufficient structural accuracy and vocabulary for effective participation in most formal and informal conversations on practical, social, and professional topics.
- **Reading:** Able to read various materials on unfamiliar subjects within a normal range of speed and with almost complete comprehension; rarely misinterprets text. Comprehend a variety of styles and forms pertinent to professional needs.

3.0 **Contractor Services.**

3.A. **Services.** Contractor shall ensure personnel are properly trained in maintenance procedures and are prepared for the safe and efficient operation of grounds and roads maintenance equipment.

3.A.1. **Insurance.** The contractor shall comply with the Federal Acquisition Regulation clause that addresses this issue. See terms and conditions of this solicitation for applicable clauses and guidance.

3.A.2. **Records.** The contractor should maintain records of transactions with the U.S. government, and, upon request make such records available to properly designated CORs within a reasonable period of time.

3.A.3. **Condition.** Ensure equipment is properly operated and maintained.

3.A.4. **Safety items.** The equipment used for grounds maintenance must meet all of the safety requirements and laws required of the U.S. and the host nation government.

3. B. **Services.** The contractor shall provide the following services:

3.B.1. **Joint inspection.** The contractor shall perform a joint inspection with the U.S. government COR at the time of goods/services acceptance upon contract completion and at the appropriate sites.

3.B.1.A. **Acceptance inspection.** The contractor shall provide an inspection sheet written in English and in duplicate. The inspection sheet must be signed and dated by both the contractor and the COR as acknowledgment of the conditions of the grounds before the exercise. The contractor and the COR will retain a copy of the inspection sheet for use during joint inspections conducted at the end of the contract period.

3.B.1.B. **Random inspections.** The COR will inspect areas designated in this PWS periodically by conducting a random sample to ensure compliance with this PWS and all environmental and safety requirements. The COR will use the results of these inspections and customer feedback to determine contractor performance and take any necessary corrective action.

3.B.2. Maintenance. The contractor shall perform both scheduled and unscheduled maintenance. The contractor shall provide all parts, labor, supplies, materials, equipment, and expertise necessary to complete required maintenance tasks.

3.B.3. Hours of service. Grounds and roads maintenance service must be available from 0700-1900, seven days a week, including U.S. and local holidays. Exceptions shall be coordinated by the COR and negotiated and agreed to by the contracting officer (KO).

### 4.0 Quality Control Program.

4. A. The contractor shall institute and maintain a complete quality control (QC) program to ensure the requirements of this contract are provided as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the COR. At a minimum, the program shall include:

4.A.1. An inspection system covering all the services required with a comprehensive checklist to be used to inspect contract performance during scheduled and unscheduled inspections and the names of the individuals who will be performing the inspections. Provide a list of the QC inspectors to the COR.

4.A.2. A system for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of services provided before the level of performance becomes unacceptable and/or government inspectors point out the deficiencies.

4.A.3. A file for inspections conducted by the contractor and related corrective actions. This file should include follow-up documentation of inspections to ensure corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to the COR and the KO during the term of the contract.

### 5.0 Quality Assurance Program.

5.A. The government shall evaluate the contractor's performance under this contract. All surveillance observations shall be recorded by the government. When an observation indicates deficient or defective performance, the COR shall request the contractor's representative initial the observation.

5.B. Government verification inspections of services shall not constitute acceptance nor replace the contractor inspection or in any way relieve the contractor of any responsibility to take all actions necessary to assure highest quality of service rendered.

5.C. The contractor may be required to meet at least weekly with the COR during the first month of the contract. Meetings shall be as often as necessary thereafter as determined by the COR.

5.D. The contractor shall maintain a current list of employees. The list shall include the employee's name, government identification number, contact information, and residence information. The list shall be validated and signed by the contractor and provided to the COR. Updated lists shall be provided when an employee's status or information changes.

### 6.0 COR Duties and Responsibilities.

The contractor is required to attempt to resolve all questions or problems with the COR prior to contacting the KO. The COR cannot change the performance requirements of the contract; only the KO may alter the terms of this contract, make applicable agreements, or obligate U.S. government funds.

6.A. The COR shall be responsible for continuous observations of the contractor's performance under this contract. All observations of incomplete or defective performance or safety and health standards violations shall be recorded.

6.B. The COR shall issue written notices to the contractor and shall require the contractor to reply in writing to the COR within five workdays after receipt explaining reasons for the existing conditions and the corrective actions and procedures taken to prevent recurrence.

6.C. The COR will inspect and accept the goods/services performed by the contractor. Do not sign for any goods or services not received or not to standard.

6.D. Verify quantities and/or services on the vendor's invoice.

6.E. Escort vendors on MK Airbase and BTA LSA as required.

6.F. Inform the KO of any performance problems.

6.G. The U.S. Army Contracting Command Europe will appoint the COR for this contract.

### 7.0 Access Procedures.

7.A. Before access is permitted to any Romanian military site or installation, a 30-day access request notification is required for all civilian contractors. The list for base access shall be provided to the COR within five working days of notification of award.

7.B. The access request notification requires the last name and first name; passport or ID card number; date of birth and place of birth information; and vehicle type and license plate number, if any. The access list shall be delivered on paper and electronically in Microsoft Excel in the format determined by the COR.

7.C. All base access requests shall be made through the COR.

7.D. Failure to comply with these procedures will result in base access for contractor personnel being denied.

7.E. Failure to comply with additional access requirements or to meet the requirements is grounds for access denial of the contractor's personnel and, if necessary, termination of the contract for cause. Contractor personnel shall travel within MK Airbase and BTA only to locations necessary to perform contracted duties. No authority to use airbase or training area facilities or make purchases is included in this agreement. Contractors may be searched upon entry. Cell phones with a camera function and cameras are prohibited.

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7.F. No contractor access requests made directly with the MK Airbase authorities will be honored.

### 8.0 Safety and Accident Prevention.

8.A. The contractor shall formulate and submit within 30 days after the conditional contract award date a written safety and health plan for acceptance by the government. The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employees' responsibilities for protecting government property and the safety of others as well as reporting all accidents and reporting or correcting unsafe conditions, hazards, or practices. The plan shall also contain accident notification and reporting procedures. The contractor shall have a central English-speaking POC for safety and health related issues. The POC shall be identified in writing to the COR.

8.B. The contractor shall ensure employees have all required Romanian safety training when engaged in activities involving government facilities, personnel, or equipment. The proof of training (certificates) must be provided upon request.

8.C. The contractor shall immediately notify the COR and designated U.S. government safety officer of all accidents or incidents involving employee use of or damage or injury to facilities, equipment, or personnel. Contractor shall be notified upon award of safety officer POC and contact procedures.

8.D. The contractor shall require their personnel to wear safety shoes or boots according to Occupational Safety and Health Administration (OSHA) standard 1926, Subpart E, Personal Protective and Lifesaving Equipment.

8.E. Some classifications of work may require special protective clothing and the contractor shall be responsible for and provide all required personal protection equipment (respirators, hearing protection, eye protection, gloves, steel-toed safety shoes or boots, aprons, masks, face shields, coveralls, reflective vests, and hard hats) according to OSHA standard 1926, Subpart E, Personal Protective and Lifesaving Equipment.

### 9.0 Environmental Requirements.

9.A. The contractor shall comply with all local host national and U.S. federal environmental laws and regulations to include but not limited to the Resource Conservation and Recovery Act, Safe Water Drinking Act, the Clean Air Act, and Federal Facilities Compliance Act.

9.B. The contractor shall define proper procedures for the storage of hazardous materials conforming with good housekeeping practices. The use, handling, storage, and disposal of all toxic, hazardous, special, or radiological wastes or materials shall be according to all U.S. and local host national environmental regulations and procedures. Personnel shall be trained according to Romanian regulations on proper procedures to include spill response and clean up.

9.C. The contractor shall provide a complete environmental plan to assure compliance with all environmental statutes and regulations. A copy of the plan shall be provided to the COR at the pre-performance conference and as changes occur.

10. Authorization to Perform.

The contractor, in entering this agreement, affirms that all necessary licenses, permits, and qualifications necessary to perform this contract were or will be met before performance begins. All taxes and fees associated with conducting business in Romania are the responsibility of the contractor. The contractor must conform to all Romanian labor laws, safety, environmental compliance, practices, and requirements unless otherwise informed in writing by the KO.

11.0 Contractor Liability.

11.A. The contractor shall be liable for and shall indemnify and hold harmless the government against all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the contractor, its agents, or employees. If applicable, host nation or local government laws limit the obligation to indemnify and hold the U.S. government harmless in any manner; the obligation to indemnify and hold the U.S. government harmless shall apply to the fullest extent possible.

11.B. Fault, negligence, or wrongful act or omission of the contractor, its agents, or employees includes but is not limited to any tortious act or omission; willful misconduct; failure to comply with host nation, U.S. federal, or local governmental requirements; libel, slander, or other defamatory or disparaging statement in any written deliverable required under the contract; or any false or negligent statement or omission made by contractor in its proposal to the U.S. government.

11.C. When loss or damage is caused by the negligence of the contractor, the liability is for the full cost of satisfactory repair or for the current replacement value of the article.

11.D. The contractor shall give prompt notice to the U.S. government upon learning of the assertion of any claim or the commencement of any action or proceeding in respect of which a claim under this paragraph may be sought and must specify the facts pertaining thereto and an estimate of the amount of the liability arising there from.

11.E. Liability of the contractor shall survive the termination, expiration, or completion of performance under this contract.

11.F. The government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by or the action of the contractor or the contractor's employees and agents in performing under this contract. The government shall be indemnified and held harmless against claims for damage or injury in such cases.



## Appendix C

### Example of a Performance Work Statement for Shower and Hand-Washing Station Requirements

#### General Information

1. Scope of work. The contractor shall provide portable shower facilities or structures. The contractor will provide service or maintenance and supervision of shower placement and/or replacement or removal. It will be necessary for the contractor and employed personnel to set up, install, maintain, take down, and transport all shower material and peripherals to and from the training sites upon completion. The contractor shall provide shower structures, shaving areas (sinks), and hand-washing stations. These facilities must accommodate up to 1,000 personnel composed of both genders. The contractor must provide hand-washing stations at the designated locations to include areas adjacent to portable toilets and the dining facilities (DFACs). The contractor is also responsible to deliver and fill each shower facility with potable water. The contractor must also supervise and conduct the removal of gray water or waste water from the hand-washing stations and showers. The contractor is also required to stay to the end of the contract for disassembly, closing out contracts, and removal of equipment.
2. Personnel. The contractor shall furnish all personnel to accomplish work required by this contract. The contracting supervisor shall oversee personnel who are qualified in their respective areas of responsibility.
  - 2.1. Certifications and qualifications. All contractor personnel will have a working knowledge of tent assembly. Only certified electricians will be employed by the contractor to manage power generation and power distribution.
  - 2.2. Conflict of interest. The contractor shall not employ any person who is an employee of the U.S. government or a Department of Defense military or civilian if the employment of that person would create or appear to be a conflict of interest.
  - 2.3. Background check. All contractor personnel are subject to and must approve a police record check be accomplished before working at Fort Chaffee Maneuver Training Center (FCMTC).
  - 2.4. Use of alcoholic beverages/drugs. The use of alcoholic beverages or illegal drugs by contractor personnel while on duty and on FCMTC is strictly forbidden for the duration of the contract. The contractor shall immediately remove and replace employees who are under the influence of alcohol or drugs.
  - 2.5. Theft. If a contractor employee is observed and verified stealing any government property, the proper authorities will be contacted and the contractor shall immediately remove the employee.
  - 2.6. Removal of contractor employees. All personnel employed by the contractor in the performance of this contract or any representative of the contractor entering the government installation shall abide by all security regulations of the installation and shall be subject to such checks as may be deemed necessary. The government reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of communicable disease. Removal of contractor



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employees for reasons stated above does not relieve the contractor from responsibility for total performance of this contract.

2.7. Vehicle operators. Contractor personnel operating privately-owned vehicles on the installation shall have a valid state license to operate a motor vehicle as well as the commensurate insurance required for the state in which their vehicle is registered and shall comply with the current FCMTC standing operating procedures. (Contractor is responsible to ensure all employees have current vehicle insurance.) All vehicle operators should be aware of bridge weight limitations (maximum of 22 tons on post, with some bridges having a 5-ton weight limit), road network conditions, and traffic ability. The forward operating bases (FOBs) are only accessible by gravel or dirt roads.

3. Shower facilities. The contractor shall be responsible for completion and assembly of the showers to meet the following specifications for their respective locations:

3.1. Shower capacity. Each shower facility at each FOB shall accommodate at least 1,000 personnel on a continuous 24-hour basis. The capacity of the showers shall allow the ratio of 1 shower head per 15 personnel. (**Note:** Contractor shall also place one shower trailer with a minimum of 12 shower stations and hand-washing stations at the cantonment area FOB.)

3.2. Shower lighting. Each shower facility shall have lighting to allow personnel to see adequately while showering, washing, and shaving during limited natural light hours. There shall be external lighting on the shower facility to allow for safe movement into and from the shower facility.

3.3. Shaving stations. Each shower facility shall shaving stations assembled. Whether internal or external, shaving stations must allow personnel to have hot water, a basin, and mirror.

3.4. Power generation. Each shower facility shall have a power generation source (generator). Each shower facility shall have hot and cold running water and proper lighting. Power generation is essential. The contractor must provide maintenance to the power generation as well as the shower facility internal operation and controls.

3.5. Power distribution. Each specified shower facility shall have electrical outlets. It shall be the responsibility of the contractor to provide adequate electrical outlets.

3.6. Maintenance. The contractor shall be responsible for the 24-hour maintenance of the shower facility's plumbing, lighting, and power generation units.

3.7. Fuel: The government will provide standard, diesel fuel for the generators at each location at no cost to the contractor.

4. Hand-washing stations. The contractor shall provide all hand-washing stations for personnel. By direction, the hand-washing stations will be placed outside of all shower facilities and dining facilities. The placement of hand-washing stations must accommodate 1,000 personnel at each FOB.

4.1. Water. The contractor will deliver and refill the water in the hand-washing stations.

- 4.2. Maintenance. The contractor must provide 24-hour service and support to all power generation units. Only personnel authorized and certified by the contractor may perform maintenance on the equipment owned by the contractor.
- 4.3. DFAC. The contractor will place a minimum of ten hand-washing stations outside each DFAC located in the FOBs in addition to those placed near the shower facility and porta-potty areas.
- 4.4. Porta-potties. The contractor will place a minimum of one hand-washing station with two sinks for every six porta-potties located in the FOBs and one at each range, in addition to those placed with the shower facility and DFAC. (**Note:** Except for cantonment, each FOB will have approximately 36 porta-potties.)
5. Quality control. The contractor shall follow the quality standards as established by the government.
6. Government-furnished property (GFP) and services.
- 6.1. Replacement of GFP or equipment. There will be no GFP or equipment other than potable water, the equipment to dispose of grey water, and diesel fuel for use in contractor-owned generators.
- 6.2. Loss of or damage to GFP. Upon discovery of any loss or damage to GFP, equipment, or material, the contractor shall immediately notify the contracting officer's representative (COR) or contracting officer (KO) by verbal means. A written notification shall follow within two days. The contractor shall investigate and report in writing to the COR all cases of loss, damage, or destruction of GFP in its possession as soon as the facts become known, but not later than 15 days after discovery.
- 6.3. Liability. See Federal Acquisition Regulations clause 52.245-8, Liability for Facilities.
- 6.4. Completion of contract. Upon contract completion or termination of the contract, the government and the contractor at the written direction of the KO shall conduct a joint inventory. The contractor designated funds manager, COR, and quality assurance evaluator will be present at these inventories.
7. Services. The government will furnish: None.
8. Miscellaneous. Water buffalo refills. Contractor will be required to fill approximately ten 400-gallon, government-owned water buffaloes at the FOBs with potable water on an as needed basis daily. It is anticipated that this requirement will be twice per day
9. Contractor-furnished items and services. The contractor shall be responsible for the accountability and maintenance of all equipment necessary for the completion of the contract.
10. Contract administration data. The KO is the contract administrator. In no event shall any understanding or agreement, contract modification, change order, or other matter that deviates from the terms of this contract between the contractor and a person other than the KO be recognized as an effective contractual document.

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11. Submission of invoices/special contract requirements.

11.1. Wages. Wages shall be paid in accordance with U.S. Department of Labor wage determination current at the time of the contract award.

11.2. Compliance with applicable federal, state, and local requirements. In performing work under this contract, the contractor shall comply with all relevant federal, state, and local statutes; ordinances; laws; and regulations.

11.3. Liability. The government shall not be held responsible for damages to property or for injuries or death to persons that might occur without fault on the part of the government as a result of or incident to performance of the contract.

11.4. Permits and responsibilities for work. The contractor shall without additional expense to the government obtain all licenses and permits required for the execution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the execution of the work.

11.5. Rights of the government to perform functions with its own personnel. The government reserves the right to perform or supplement performance of contract functions with government personnel during periods of disaster, war, emergencies, police actions, or acts of God.

11.6. Supervision. The government shall not exercise any supervision or control over the contractor's employees performing services under this contract. Such employees shall be accountable not to the government, but solely to the contractor who is responsible to the government.

11.7. Utilities. For the purposes of this contract, utilities, water, and electricity will be furnished at no cost to the contractor. The contractor will be required to participate in all energy conservation programs

## Appendix D

### Terms and Definitions

**Acquisition:** The process of acquiring supplies, services, and construction in support of the joint force.

**Administrative contracting officer (ACO):** Contracting officers whose duties are limited to contract administration. See also contracting officer and procuring contracting officer.

**Administrative lead time:** The interval between initiation of a procurement action and the letting of a contract or placing of an order. See also procurement lead time.

**Civil augmentation program (CAP):** Standing, long-term external support contracts designed to augment service logistic capabilities with contract support in both preplanned and short-notice contingencies. Examples include the U.S. Army Logistics Civil Augmentation Program, the Air Force Contract Augmentation Program, and the U.S. Navy Global Contingency Capabilities Contracts. See also contingency contract and external support contracts.

**Constructive change to a contract:** A constructive change occurs when the contractor performs work beyond what is required by the contract and without a formal change order; it is perceived that the work originated from a government informal order, or is due to government fault.

**Contingency contractor employees:** Employees of a commercial entity providing goods and/or services to the joint force within the operational area during a contingency operation. See also contractors authorized to accompany the force, contractors who deploy with the force, and contractors who accompany the force/non-contractors who deploy with the force.

**Contingency contracting:** The process of obtaining goods and services from commercial sources via contracting means in support of contingency operations. See also contingency, contingency contracts, and contingency contractor employee.

**Contingency contractors authorized to accompany the force (CAAF):** Contingency contractor employees who are specifically authorized through their contract to accompany the force and have protected status in accordance with international conventions. Also known as CAAF. See also contractors who deploy with the force and contractors who accompany the force, but who do not deploy with the force.

**Contingency contractors authorized to accompany the force, but who do not deploy with the force:** A subset of CAAF who are specifically authorized through the contract to accompany the force, but who do not deploy through a formal deployment process, and who generally receive a lower level of government support as compared to those contractor personnel designated as CAAF. Also known as non-CAAF. See also CAAF and contractor personnel who deploy with the force.

**Contingency contracts:** Contracts for goods and services obtained from commercial sources in support of contingency operations. See also external support contracts, theater support contracts, and systems support contracts.

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**Contract administration:** A subset of contracting that includes efforts to ensure that supplies and services are delivered in accordance with the conditions and standards expressed in the contract.

**Contractor management:** The process of managing and integrating contracted support, including all associated contractor personnel, into military operations.

**Contract termination:** The cessation or cancellation, in whole or in part, of work under a prime contract, or a subcontractor for the convenience of, or at the option of, the government, or due to failure of the contractor to perform in accordance with the terms of the contract (default).

**Contracting officer (KO):** The servicemember or Department of Defense (DOD) civilian with the legal authority to enter into, administer, and/or terminate contracts.

**Contracting officer representative (COR):** A servicemember or DOD civilian appointed in writing by a contracting officer responsible for monitoring contract performance, and performs other duties specified by his appointment letter. See also contracting officer technical representative.

**Contracting officer technical representative (COTR):** A servicemember or DOD civilian appointed in writing by a contracting officer to provide specific technical expertise in the contract management process. See also contracting officer representative.

**Cost-plus award fee contract:** A type of contract that provides for a payment consisting of a base amount fixed at inception of the contract along with an award amount that is based upon a judgmental evaluation by the government.

**Delivery order:** A contract for supplies that does not procure or specify firm quantities (other than maximum/minimum quantity) and provides for the issuance of orders for delivery of supplies during the contract period.

**Direct vendor delivery:** A materiel acquisition and distribution method that requires a vendor deliver directly to the customer.

**External support contracts:** Prearranged contracts, or contracts awarded during the contingency, from contracting organizations whose contracting authority does not derive directly from the contingency operation or system support contracting authority. See also theater support and system support contracts.

**Field ordering officer (FOO):** A servicemember or DOD civilian who is appointed in writing and trained by a contracting officer who is authorized to spend government money in support of forces and/or designated civil-military operations.

**Head of the contracting activity:** The official who has overall legal responsibility for managing the contracting activity.

**Indefinite delivery/indefinite quantity (ID/IQ) type of contract:** A type of contract used for procurements where the exact time of delivery or quantity of the item is not known at the time of the letting the contract.

**Independent government estimate (IGE):** An independent government estimate is an estimate of the cost/price for goods and/or services to be procured by contract.

**Initiation of procurement action:** The point in time when the approved document requesting procurement and citing funds is forwarded to the procuring activity. See also procurement lead time.

**Letter of authorization:** A document issued by the procuring contracting officer or designee that authorizes contractor personnel to accompany the force and to travel to, from, and within the operational area. It also outlines government-furnished support authorizations within the operational area.

**Non-contingency contractor authorized to accompany the force contractor employees:** Include local national and third country national expatriates who are permanent residents in the operational area who perform their support function away from direct vicinity of, and do not reside with, U.S. forces. See also contingency contractor employees and contractors authorized to accompany the force.

**Performance work statement (PWS):** A performance-based description of the user's technical, functional, and performance requirements.

**Prime contract:** A contract or contractual action entered into by the U.S. government for the purpose of obtaining supplies, materials, equipment, or services of any kind.

**Prime vendor (PV):** A contracting process that provides commercial products to regionally-grouped military and federal customers from commercial distributors using electronic commerce. Customers typically receive materiel delivery through the vendor's commercial distribution system. See also direct vendor delivery and distribution system.

**Privity of contract:** The legal relationship that exists between two contracting parties, for example, between the prime and sub-contractor.

**Procurement lead time:** The interval in months of time between the initiation of the procurement action and receipt into the supply system of the production model (excludes prototypes) purchased as the result of such actions. It is composed of two elements, production lead time and administrative lead time. See also administrative lead time.

**Procuring contracting officer (PCO):** A contracting officer who initiates and signs the contract. Also see contracting officer and administrative contracting officer.

**Ratification:** The process of approving an unauthorized commitment by an official who has the authority to do so. See also constructive change to a contract and unauthorized commitment.

**Requiring activity:** A military or other designated, supported organization that identifies and receives contracted support during military operations. See also supported unit.

**Senior contracting official (SCO):** The lead service or joint-command-designated contracting official who has direct managerial responsibility over theater support contracting.

**Subcontract:** A contract or contractual action entered into by a prime contractor and subcontractor, or a subcontractor to another subcontractor, for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract. See also contingency contract, prime contract, and privity of contract.

**Supported unit:** As related to contracted support, the organization that is the recipient, but not necessarily the requester, of contractor-provided support. See also requiring activity.

**System support contracts:** A pre-arranged contingency contract awarded by the service acquisition program management offices that provides technical support, maintenance support and, in some cases, Class IX support for selected military weapon and support systems. System support contracts are routinely put in place to provide support to newly-fielded weapon systems including aircraft, land combat vehicles, and automated command and control systems. System support contracting authority, contract management, and program management authority resides with the service system materiel acquisition program offices. System support contractors are comprised of mostly U.S. citizens who provide support in garrison and often deploy with the force in both training and contingency operations. The joint forces commander generally has less ability to influence the execution of system support contracts than other types of contracted support.

**Task order:** Order for services placed against an established contract. See also civil augmentation program, cost-plus award fee contract, and indefinite delivery/indefinite quantity type of contract.

**Theater support contracts:** A type of contingency contract that is awarded by contracting officers deployed to the operational area serving under the direct contracting authority of the service component, special operations force command, or designated joint head of contracting authority for the designated contingency operation. These contracts are normally executed under expedited contracting authority and provide goods, services, and minor construction from commercial sources (normally within the operational area). Theater support contracts are typically associated with term contingency contracting. Local nationals comprise the bulk of the theater contract support employees.

**Unauthorized commitment:** A non-binding agreement between a contractor and a U.S. government official who lacks proper contracting authority to enter into a contract or to change a contract. See also constructive change to a contract and ratification.

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